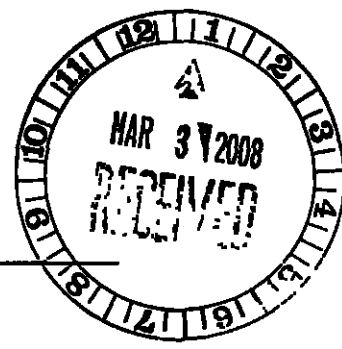


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BEFORE THE
SURFACE TRANSPORTATION BOARD



STB DOCKET NO. AB-103 (Sub- No. 21X)

ENTERED
Office of Proceedings
MAR 03 2008
Part of
Public Record

KANSAS CITY SOUTHERN RAILWAY COMPANY
ABANDONMENT EXEMPTION
LINE IN WARREN COUNTY, MS

OFFERORS' ACCEPTANCE OF TERMS AND CONDITIONS

- 1 Now comes Raymond B English and James Riffin ("E&R"), who herewith file this Offerors' Acceptance of Terms and Conditions, and say

- 2 On February 22, 2008, the Board Served its decision In The Matter Of A Request To Set Terms and Conditions ("Decision") in the above entitled proceeding. In its Decision, the Board ordered:
 - A The purchase price for the **entire line is set at \$504,615.**
 - B. The Offerors must accept the terms and conditions established by the Board no later than March 3, 2008.
 - C. If the Offerors accept the terms and conditions for the Entire Line, then by March 24, 2008, the Offerors may return to the Board with a request to determine the compensation, if any, owed by the Kansas City Railway Company ("KCSR") due to increased costs of restoring the Remainder to service that was caused by the partial dismantling of the Glass Road Bridge ("Bridge")
 - D. KCSR may, by April 14, 2008, respond to Offerors request for compensation.
 - E KCSR must preserve all records, photographs, inspection reports, and any other information relevant to the condition of the Bridge as of October 2, 2007.
 - F Settlement is to occur within 90 days of the service date of the Board's February 22, 2008 Decision (on or before **Thursday, May 22, 2008**)

- G. Payment is to be made by cash or certified check.
- H. KCSR is to convey all property by quitclaim deed.
- I. KCSR shall deliver all releases from any mortgage within 90 days of closing.

3. Notice is hereby given that E&R herewith agree to accept the Terms and Conditions set by the Board in its February 22, 2008 Decision, and herewith agree to acquire all of KCSR's rights in the **Entire Line** that is the subject of this abandonment proceeding, or more specifically, **from Milepost 225.6 to Milepost 229.85, a distance of 4.25 miles**, in accordance with the Board's precedent as stated in *1411 Corporation – Abandonment Exemption – In Lancaster County, Pa*, Docket No. AB 581 (Sub No. 0X), Served April 12, 2002, wherein on p. 4 the Board stated:

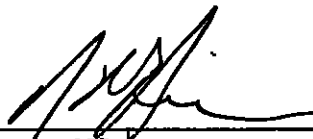
“... the parties will be directed to proceed with the sale of the line under terms and conditions comparable to those terms and conditions stipulated in the Shawnee/Colonial Purchase Contract, except where a provision in the Shawnee/Colonial Purchase contract plainly is inapplicable.”

4. E&R specifically state:

- A. E&R desire to acquire the **Entire Property, including “any and all appurtenances thereto, and all improvements located thereon, and any and all easements, right-of-ways and rights of ingress and egress related thereto” (§1, PSA), INCLUDING any rail, ties, or other track materials;**
- B. **FREE** of all liens and encumbrances (§8, PSA);
- C. All closing costs are to be divided equally between the parties, except that each party shall be responsible for its own attorney fees; All items customarily apportioned in connection with the sale of property, including, without limitation, property taxes and assessments, shall be pro-rated between E&R and KCSR based on the number of days in the applicable period during which each party held title to the property (§14, PSA).

Respectfully submitted,


Raymond B. English


James Riffin

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of March, 2008, a copy of the foregoing Offerors' Acceptance of Terms and Conditions, was e-mailed, and was mailed via first class mail, postage prepaid, to **William A. Mullins**, Baker & Miller PLLC, Ste 300, 2401 Pennsylvania Ave, N.W., Washington, DC 20037, attorney for Kansas City Southern Railway Company, and to **Craig Richey**, 315 W. 3rd Street, Pittsburg, KS 66762, attorney for Vicksburg Southern Railroad, Inc.



James Riffin